IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EMANUEL R. WEIMAR; CHRISTINE M. WEIMAR, Plaintiffs v. CARRINGTON MORTGAGE SERVICES, LLC, Defendant	: : : : : : : :	No. 16-cv-06188-JS

DEFENDANT CARRINGTON MORTGAGE SERVICES, LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS' COMPLAINT

Defendant Carrington Mortgage Services, LLC ("Carrington"), by and through undersigned counsel, hereby answer Plaintiffs' Complaint and asserts affirmative defenses thereto as follows:

INTRODUCTION

1. Denied. The allegations contained in paragraph 1 are denied as conclusions of law.

JURISDICTION AND VENUE

2. Denied. The allegations contained in paragraph 2 are denied as conclusions of law.

3. Denied. The allegations contained in paragraph 3 are denied as conclusions of law.

PARTIES

4. Admitted in part; denied in part. It is admitted that Plaintiffs are Emanuel R. Weimer and Christine M. Weimer. The remaining allegations contained in paragraph 4 are denied as conclusions of law, and as after reasonable investigation, Defendant Carrington is without sufficient information to admit or deny the truth or falsity of the aforesaid allegations.

5. Admitted in part; denied in part. It is denied that Defendant Carrington is a "debt collector" as defined by 15 U.S.C. § 1692a(6), inasmuch as the aforesaid allegation is a conclusion of law. The remaining allegations contained in paragraph 5 are admitted.

FACTS

6. Denied. The allegations contained in paragraph 6 are denied as conclusions of law.

7. Denied.

8. Denied. The allegations contained in paragraph 8 are denied as conclusions of law.

9. Admitted in part; denied in part. It is admitted that Plaintiffs and Deutsche Bank National Trust Company were parties to a lawsuit in Bucks County Court of Common Pleas at docket no. 2014-3203. The remaining allegations contained in paragraph 9 are denied, as after reasonable investigation, Defendant Carrington is without sufficient information to admit or deny the truth or falsity of the aforesaid allegations.

10. Denied. The allegations contained in paragraph 10 are characterizations of the contents of a written document. Further, after reasonable investigation, Defendant Carrington is without sufficient information to admit or deny the truth or falsity of the aforesaid allegations.

11. Denied. The allegations contained in paragraph 11 are characterizations of the contents of a written document. Further, after reasonable investigation, Defendant Carrington is without sufficient information to admit or deny the truth or falsity of the aforesaid allegations.

12. Denied. After reasonable investigation, Defendant Carrington is without sufficient information to admit or deny the truth or falsity of the allegations contained in paragraph 12 or whether the dockets of certain referenced cases constitute the entire or relevant part of the record.

13. Admitted in part; denied in part. It is admitted only that Defendant Carrington began servicing the Land Sale Contract in 2016. The remaining allegations contained in paragraph 13 are denied.

14. Denied. The allegations contained in paragraph 14 are denied as conclusions of law.

COUNT ONE

Violations of the Fair Debt Collection Practices Act ("FDCPA")
15 U.S.C. § 1692, et seq.

15. Admitted in part; denied in part. It is admitted only that Exhibit C to Plaintiffs' Complaint is a Mortgage Statement dated September 19, 2016 mailed to Plaintiffs. The remaining allegations contained in paragraph 15 and its subparts a) through f) are denied as characterizations of the contents of a written document.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted in part; denied in part. It is admitted only that Exhibit D to the Complaint is a portion of the Payoff Statement dated October 28, 2016 mailed by Defendant Carrington to Plaintiffs. The remaining allegations contained in paragraph 22 and its subparts a) through e) are denied as characterizations of the contents of a written document.

23. Denied.

24. Denied.

WHEREFORE, Defendant Carrington Mortgage Services, LLC respectfully requests that the Honorable Court enter judgment in its favor and against Plaintiffs Emanuel R. Weimar and Christine M. Weimar together with such other relief as may be deemed appropriate.

COUNT II
DECLARATORY JUDGMENT

24(sic). Defendant Carrington hereby incorporates by reference its answers to paragraphs 1 through 24 above as though fully set forth herein at length.

25. Denied. The allegations contained in paragraph 25 are denied as conclusions of law.

26. Denied. The allegations contained in paragraph 26 are denied as conclusions of law.

27. Denied.

WHEREFORE, Defendant Carrington Mortgage Services, LLC respectfully requests that the Honorable Court enter judgment in its favor and against Plaintiffs Emanuel R. Weimar and Christine M. Weimar together with such other relief as may be deemed appropriate.

AFFIRMATIVE DEFENSES

By way of further and additional defense to Plaintiffs' Complaint, Defendant Carrington asserts the following affirmative defenses:

1. The Complaint fails to state a claim upon which relief can be granted.

2. Plaintiffs' claims are barred in whole or in part by the parol evidence rule.

3. Plaintiffs' claims are barred in whole or in part by the statute of frauds.

4. Plaintiffs' claims are barred in whole or in part by the doctrine of unjust enrichment.

5. Plaintiffs' claims are barred in whole or in part by the doctrines of release, estoppel and waiver.

6. To the extent Plaintiffs suffered any of the alleged damages, the existence of which are expressly denied, said damages were caused solely by Plaintiffs' own acts and/or omissions.

7. To the extent Plaintiffs suffered any of the alleged damages, the existence of which are expressly denied, said damages were caused in whole or in part by individuals and/or entities over whom Defendant Carrington had no control, right of control or responsibility.

8. Plaintiffs' claims are limited and/or barred by the terms of the Land Sale Contract and other loan documents evidencing Plaintiffs' loan.

9. Plaintiffs' claims are barred and/or limited by Plaintiffs' failure to mitigate their alleged damages.

10. If Plaintiffs suffered any damages, which they did not, then Defendant Carrington is entitled to recoupment and setoff of those damages.

11. Plaintiffs have failed to join all necessary and/or indispensable parties to this suit.

12. All statutory and contractual conditions precedent to instituting this suit have not been met.

13. Plaintiffs lack standing to bring their claim against Defendant Carrington.

14. Defendant Carrington reserves the right to raise any and all affirmative defenses which may become apparent during the course of this action.

WHEREFORE, Defendant Carrington Mortgage Services, LLC respectfully requests that the Honorable Court enter judgment in its favor and against Plaintiffs Emanuel R. Weimar and Christine M. Weimar together with such other relief as may be deemed appropriate.

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2017, a true and correct copy of Defendant Carrington Mortgage Services, LLC's Answer and Affirmative Defenses to Plaintiffs' Complaint was served by ECF electronic notification upon the following:

Joseph M. Adams, Esq.
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